

# **EXHIBIT A-2**

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

---

SKY GLOBAL LLC,

COMPLAINT

Plaintiff,

Index No.:

vs.

WILLIAM NOBLE  
and  
WILLIAM NOBLE RARE JEWELS LP,

Defendants.

---

Plaintiff Sky Global LLC ("Sky Global"), by its attorneys, Phillips Lytle LLP, for its complaint against William Noble and William Noble Rare Jewels LP ("Rare Jewels" and collectively, "Defendants"), alleges upon information and belief as follows:

1. Plaintiff Sky Global is a foreign limited liability company, authorized to do business in the State of New York, with a principal place of business in the County of Erie, State of New York.
2. Upon information and belief, William Noble is an individual residing and working in the County of Dallas, State of Texas.
3. William Noble transacts business within the State of New York; has entered into contracts to supply goods or services in the State of New York; regularly does or solicits business within the State of New York; derives substantial revenues from goods used or consumed or services rendered in the State of New York; and/or derives substantial revenue from interstate commerce and should reasonably expect his actions to have consequences in the State of New York.
4. Upon information and belief, Rare Jewels is a limited partnership with a principal place of business in the County of Dallas, State of Texas.

5. Rare Jewels transacts business within the State of New York; has entered into contracts to supply goods or services in the State of New York; regularly does or solicits business within the State of New York; derives substantial revenues from goods used or consumed or services rendered in the State of New York; and/or derives substantial revenue from interstate commerce and should reasonably expect its actions to have consequences in the State of New York.

6. From October 2017 through February 2018, Sky Global furnished, provided, and delivered goods and/or merchandise to the Defendants, as set forth in the statements/invoices attached as **Exhibit A**, which are incorporated herein by reference.

7. Sky Global delivered these goods and/or merchandise and Defendants, by themselves and through their employees, accepted any and all goods and/or merchandise provided by Sky Global.

8. All of the goods and/or merchandise were provided for the benefit of the Defendants.

9. Exhibit A illustrates the statements/invoices sent to Defendants confirming delivery, costs, and payments of the goods and/or merchandise.

10. Sky Global requested payment from Defendants for the above-referenced goods and/or merchandise.

11. To date, the Defendants have failed and refused to pay Sky Global the balance owed.

12. The remaining amount due from the Defendants on the unpaid invoices is \$488,331.84.

13. Despite demands and requests, the Defendants have failed and refused to make payments in full to Sky Global for the goods and/or merchandise provided.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

14. The above paragraphs are realleged herein.

15. Sky Global provided certain goods and/or merchandise to the Defendants as reflected on the attached invoices.

16. Defendants failed to complete their obligations by failing to pay the amounts due thereunder.

17. By failing to pay the full amounts when due, the Defendants breached their agreements with Sky Global.

18. As of April 18, 2018, Defendants remain indebted to Sky Global in the amount of \$488,331.84, representing unpaid goods, fees, and other charges as reflected on the attached invoices.

19. Accordingly, Defendants are liable to Sky Global for the amount of \$488,331.84 plus statutory interest.

20. As a result of the foregoing, Sky Global has been damaged in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**SECOND CAUSE OF ACTION**  
**(Account Stated)**

21. The above paragraphs are realleged herein.

22. Prior to the commencement of this action, Sky Global rendered statements of its claims to the Defendants, which were based on the transactions between the parties, as set forth above.

23. Defendants accepted and retained the statements without objection.

24. A reasonable amount of time has passed such that there is an account stated.

25. Based on the foregoing, Sky Global seeks damages for an account stated in the amount of \$488,331.84 plus interest.

26. As a result of the foregoing, Sky Global has been damaged in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**WHEREFORE**, Sky Global demands judgment against the Defendants, jointly and severally, in the amount of \$488,331.84 plus statutory interest, and for such other and further relief as this Court deems just and proper.

Dated: Buffalo, New York  
April 19, 2018

PHILLIPS LYTLE LLP

By Amanda L. Lowe

Amanda L. Lowe, Esq.

Attorneys for Plaintiff

*Sky Global LLC*

One Canalside

125 Main Street

Buffalo, New York 14203

Telephone No. (716) 847-8400

alowe@phillipslytle.com

Doc #01-3115195